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**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
AT ALEXANDRIA**

In re:

Rosario Zevallos,  
  
Debtor.

BK No. 08-16119

FIA Card Services, N.A. (f.k.a. MBNA America  
Bank, N.A.),

Plaintiff,

ADV. NO. 09-01009

**STIPULATION OF  
NONDISCHARGEABILITY AND  
PAYMENT PLAN**

v.

Rosario Zevallos,  
  
Defendant.

Plaintiff, FIA Card Services, N.A. (f.k.a. MBNA America Bank, N.A.), by and through  
its attorney-of-record Lisa M. Shank, and Defendant, Rosario Zevallos, by and through  
Defendant's attorney-of-record, Nathan A Fisher, hereby stipulate as follows:

**RECITALS**

1. On or about 10/03/2008, Defendant filed for relief under Chapter 7 of the Bankruptcy Code.
2. On the date of filing of the petition in this case, Defendant was indebted to Plaintiff for the sum of \$10,608.34 on account number XXXXXXXXXXXXX6351.

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3. Plaintiff has filed an Adversary Proceeding objecting to the discharge of the debt. The Parties desire to resolve this matter without further litigation upon the terms and conditions herein.

**AGREEMENT**

4. The Parties agree that the sum of \$4,000.00 owed by Defendant to Plaintiff shall not be discharged by order of this Court, and Plaintiff shall be granted judgment against Defendant in this amount.
5. The non-discharged sum of \$4,000.00 shall be paid as follows: **the sum of \$100.00 per month, each month for 40 months, commencing August 1, 2009.** The remaining payments shall be due on the same day of each month thereafter. While not in default, such principal shall not bear interest.

6. Payments are to be made to:

**Accounts Receivable  
Attn: FIA Card Services, N.A. (f.k.a. MBNA America Bank, N.A.)  
WEINSTEIN & RILEY, P.S.  
P.O. Box 3978  
Seattle, WA 98124  
INCLUDE ACCOUNT NUMBER ON PAYMENTS**

Plaintiff or its agents may send monthly bills and invoices as a courtesy reminder to Defendant.

7. In the event Defendant defaults in payments, Plaintiff shall be entitled to declare the sum of \$4,000.00, plus any interest, immediately due and payable, together with Plaintiff's reasonable attorneys' fees and costs incurred.
8. Defendant acknowledges and stipulates that if Defendant fails to make any payment as agreed, the remaining \$4,000.00, less any payments made, shall bear interest at twelve

percent (12%) per annum until paid or otherwise satisfied. However, no interest will accrue so long as payments are kept current.

9. Plaintiff will refrain from pursuing its rights under this agreement so long as Defendant continues to make payment on a regular, timely basis. If Defendant defaults, however, Plaintiff shall have the right to pursue any legally available remedy without further notice.

10. Defendant understands that Defendant is waiving Defendant's right to a trial and the right to a discharge of this debt should Defendant prevail at trial. Defendant has carefully considered this settlement with an attorney of Defendant's choice, or has voluntarily elected not to do so, after being given that opportunity.

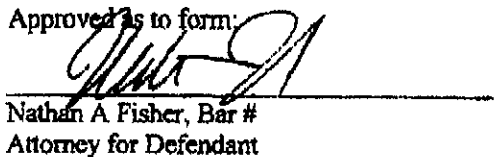
11. The parties each agree to pay their own attorney fees and costs in this matter.

  
Lisa M. Shank, Bar #43192  
Attorney for Plaintiff

7-27-07  
Date

  
Rosario Zevallios  
Defendant

7-22-09  
Date

Approved as to form:  
  
Nathan A. Fisher, Bar #  
Attorney for Defendant

\_\_\_\_\_  
Date